

BILL NO. S-75-10-20

SPECIAL ORDINANCE NO. S-219-75

AN ORDINANCE approving a contract with HIPSKIND
ASPHALT for street paving, Resolution 5701-1975

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. That the Contract dated September 22, 1975, between
the City of Fort Wayne, by and through its Mayor and the Board of Public Works
and HIPSKIND ASPHALT CORPORATION, for:

Resolution 5701-1975 - Paving Emma Avenue from the west
property line of Steup Avenue to a point 160 feet west
thereof

for a total cost of \$30,069.00, of which the property owners will pay \$16.50 per
linear square foot, the balance to be paid by the City, all as more particularly set
forth in said Contract which is on file in the Office of the Board of Public Works
and is by reference incorporated herein, made a part hereof and is hereby in
all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.

L. R. W. JR.
Councilman

APPROVED AS TO FORM
AND LEGALITY

James V. Logan
Attorney for Common Council

Read the first time in full and on motion by Moses seconded by
Hinga and duly adopted, read the second time by title and
referred to the Committee on Public Works (and to the
City Plan Commission for recommendation) (and Public Hearing to be held after due legal
notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on
the _____ day of _____ 19____, at _____ o'clock
P.M., E.S.T.

Date:

10-14-75

Charles W. Westerman

CITY CLERK

Read the third time in full and on motion by Moses

seconded by Talarico and duly adopted, placed on its passage.

Passed (lost) by the following vote:

| | AYES <u>8</u> | NAYS <u>0</u> | ABSTAINED _____ | ABSENT <u>1</u> to-wit: |
|--------------------|---------------|---------------|-----------------|-------------------------|
| Burns | <u>✓</u> | _____ | _____ | _____ |
| Hinga | <u>✓</u> | _____ | _____ | _____ |
| Kraus | _____ | _____ | _____ | <u>✓</u> |
| Moses | <u>✓</u> | _____ | _____ | _____ |
| Nuckels | <u>✓</u> | _____ | _____ | _____ |
| Moses | <u>✓</u> | _____ | _____ | _____ |
| Schmidt, D. | <u>✓</u> | _____ | _____ | _____ |
| Schmidt, V. | <u>✓</u> | _____ | _____ | _____ |
| Stier | <u>✓</u> | _____ | _____ | _____ |
| Talarico | <u>✓</u> | _____ | _____ | _____ |

Date

10-28-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning
Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 2-213-75
on the 28th day of October, 19 75.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of
October, 19 75 at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 29th day of

October

197 5

at the hour of 1:00 o'clock P m., E.S.T.

James Stier
MAYOR

Bill No. S-75-10-20

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with HIPSKIND ASPHALT for street paving,

Resolution 5701-1975

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Nuckols

Donald J. Schmidt

William T. Hinga
John Nuckols
D. Schmidt

10-24-75
DATE 10-24-75 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

September 19, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Petitions were received, hearings held, bids taken and contract awarded for Improving Emma Avenue from Steup Street to 160 feet west with streets and sidewalks and Dodge Avenue from White Oak to Nordholme.

Contracts were awarded as follows:

| | | |
|--------------|--------------------|-------------|
| Emma Avenue | - Hipskind Asphalt | \$30,069.00 |
| Dodge Avenue | - Hipskind Asphalt | \$15,302.00 |

Property owners will be paying \$16.50 per foot on Emma Avenue improvements and assessment on Dodge Avenue will be based on 75% cost to property owners, or approximately \$12,000.00.

Property owners are most anxious to get the improvements this year. We are, therefore, requesting a "Prior Approval" so contractor is free to proceed if he can work it into his schedule.

An Ordinance will be forwarded when contract documents are prepared.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

Carl E. O'Neal, Member

CEO:bt

cc: Mayor

Attachments: Tabulations

APPROVED:

Carl E. O'Neal *Samuel J. Talarico* *Eugene Kraus Jr.*
John W. McWilliam *William J. Higgins* *James Miller*
O. Schmidt *Carl E. O'Neal* *Samuel J. Talarico* *J. Schmidt*

ATTEST

Charles W. Wiest
CITY CLERK

MEMBERS OF THE COMMON COUNCIL
AN EQUAL OPPORTUNITY EMPLOYER

William F. Thomas, Chief Deputy

OFFICE OF CITY
FORT WAYNE IND

MATERIAL Concrete

[illegible]

62-270-10

9/22/75

BARRETT LAW
 SUBJECT TO COUNCILMANIC APPROVAL
 Preliminary Meeting _____
 Ratification _____

CONTRACT

This Agreement, made and entered into this 22 day of September, 1975

by and between _____

-----HIPSKIND ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Imp. Res. No. 5701-1975: for improving Emma Avenue from the west property
line of Steup Avenue to a point 160 feet west thereof.

by grading and paving the roadway to a width of 27 feet with six (6) inch plain
concrete, five (5) foot sidewalk 4" depth

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5701-1975 and at the following price per lineal foot

at the following prices:

| | | |
|---|---|-------|
| Excavation, regular | Six dollars and no cents, per cubic yard | 6.00 |
| Pavement, concrete, plain, 6" | Eleven dollars and fifty cents, per square yard | 11.50 |
| Private drive pavement, concrete, plain, 6" | Fifteen dollars and no cents, per square yard | 15.00 |
| Stone for drives, #73 | Ten dollars and no cents, per ton | 10.00 |
| 6" x 6" integral curb, concrete | Six dollars and no cents, per lineal foot | 6.00 |
| Hot asphalt surface, City Mix A-2, or State "B" | Thirty five dollars and no cents, per ton | 35.00 |

| | | |
|---|---|--------|
| Pavement, concrete, plain, 6" | Eleven dollars and fifty cents, per square yard | 11.50 |
| Private drive pavement, concrete, plain, 6" | Fifteen dollars and no cents, per square yard | 15.00 |
| Stone for drives, #73 | Ten dollars and no cents, per ton | 10.00 |
| 6" x 6" integral curb, concrete | Six dollars and no cents, per lineal foot | 6.00 |
| Hot asphalt surface, City Mix A-2, or State "B" | Thirty five dollars and no cents, per ton | 35.00 |
| Hot asphalt base, #4 | Thirty dollars and no cents, per ton | 30.00 |
| Sidewalk, concrete, 4" | One dollar and fifty cents, per square foot | 1.50 |
| Fine grading | One dollar and fifty cents, per square yard | 1.50 |
| Seeding, including mulch & fertilizer | Two dollars and no cents, per square yard | 2.00 |
| Top soil, 2" | Two dollars and no cents, per square yard | 2.00 |
| P.V.C. conduit, 2" | Three dollars and no cents, per lineal foot | 3.00 |
| Installation, aluminum embedded poles | Sixty dollars and no cents, per each | 60.00 |
| Installation, Town & Country fixtures | Twenty five dollars and no cents, per each | 25.00 |
| Installation, U.G.#4 2/c cable in trench | Fifty cents, per lineal foot | .50 |
| Trenching, 20" deep | One dollar and no cents, per lineal foot | 1.00 |
| Installation, conduit in trench | Two dollars and no cents, per lineal foot | 2.00 |
| Polyurethane foam for base | Sixty dollars and no cents, per gallon | 60.00 |
| Manhole, Type I, 48" | Six hundred dollars and no cents, per each | 600.00 |
| Inlet, Type I, 30" | Four hundred dollars and no cents, per each | 400.00 |
| Castings adjusted to grade | One hundred seventy five dollars and no cents, per each | 175.00 |
| Castings, Type C, required | One hundred twenty five dollars and no cents, per each | 125.00 |
| Castings, Type G, required | One hundred fifty dollars and no cents, per each | 150.00 |

| | | |
|--------------------------------------|--|-------|
| Pipe, Class IV, 12" | Fifteen dollars and no cents, per lineal foot | 15.00 |
| Special borrow | Ten dollars and no cents, per cubic yard | 10.00 |
| Gravel backfill for trenches, #53 | Eight dollars and no cents, per ton | 8.00 |

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5701-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally **subject to letter of commitment from contractor and completion date of 11/15/75 and in all respects completed on or before November 15, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 25 day of Sep, 1975

HIPSKIND ASPHALT CORPORATION

BY: David L. Skapski

IIS: Pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

J. D. Roswell
Carl E. O'Neil

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CONFIRMATION

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Improvement Resolution

FOR STREET OR ALLEY

No.

5701

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Emma Avenue

from the west property line of Steup Avenue to a point 160 Ft. west thereof.

to the _____ property line of _____

By draining, curbing, grading and paving the roadway to a uniform width of twenty-seven (27) feet with ~~Sheet Asphalt, Asphaltic Concrete upon a six (6) inch Concrete foundation, Six (6) inch Plain Concrete on with 8" Macadam, 2" Binder and 1" Asphalt Top~~

with six (6) inch Plain Concrete, 6"x6" curbs and 5 foot sidewalk 4" depth

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

A maximum of \$16.50 per front foot

~~The total cost of said improvement, excepting the cost of street and alley intersections,~~ shall be assessed upon the real estate abutting on said Emma Avenue as above described and on the balance of the total cost property within 150 feet of the line of the street to be improved, and upon the City of Fort Wayne, Indiana, ~~to the extent of the street and alley intersections.~~ All according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporation," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred, are to be paid in ten equal installments, with interest at the rate of ~~five (5) per~~ ^{six (6) per} cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the city from the assessments for such improvement, or such moneys as said city is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this _____ day of _____

BOARD OF PUBLIC WORKS:

{ J. D. Boswell
Carl E. O'Neal

GUARANTY BOND

Know All Men by These Presents, That we -----

-----HIPSKIND ASPHALT CORPORATION----- Contractors

as principal, and TRINITY UNIVERSAL INSURANCE CO. of DALLAS, TEXAS-----

----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY THOUSAND

SIXTY NINE DOLLARS AND NO CENTS-----

----- (\$30,069.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----HIPSKIND ASPHALT CORPORATION-----

did on the----- day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

at----- ~~XXXXXX~~ Res. No. 5701-1975, for

improving Emma Avenue from the west property line of Steup Avenue to a point

160 feet west thereof

----- according to certain plans and specifications, and

for a period of three (3) years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

HIPSKIND ASPHALT CORPORATION----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 25th day of Sep 75

TRINITY UNIVERSAL INSURANCE COMPANY

BY: *Terence J. Ward*
(Attorney-in-Fact)

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: *Dorel L. Hipkind* (SEAL)

ITS: *Pres.* (SEAL)

Approved this 22nd day of September, 1975

J. D. Brough
Carl E. O'Neil

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CLERK ALTERNATE

LIABILITY BOND

Know All Men by These Presents, That we _____

HIPSKIND ASPHALT CORPORATION

as principal, and TRINITY UNIVERSAL INSURANCE CO. of DALLAS, TEXAS _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY

THOUSAND SIXTY NINE DOLLARS AND NO CENTS _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$30,069.00.)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 25th day of Sep 75

HIPSKIND ASPHALT CORPORATION (SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY

BY: David R. Shpskind (SEAL)

BY: Terence Ward
(Attorney-in-Fact)

ITS: Pres (SEAL)

(SEAL)

Approved this 22 day of September, 1975

J. D. Boswell
Carl E. O'Neil

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

SEPTEMBER 18, 1975

WAGE SCALE

CODE: S-SKILLED
SS-Semi Skilled
US-Unskilled
IF-INDUSTRIAL FUND
PW-PER WORK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975.
In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LAWYER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

MOSAIC & TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TRANSFER (BUILDING)
(HIGHWAY)

| CLASS | RATE PER HR. | PAW | PEN | VAC | APP | MYSC. |
|------------|--------------|---------|---------|-----|-----|-----------|
| S | 10.55 | 35c | 55c | | | 31f |
| S | 10.05 | 50 | 1.00 | | 1c | |
| S | 9.29 | 30 | 25 | | 1 | |
| S | 8.73 | | 67 | | 4 | 21f |
| S | 9.01 | 47 | 40 | | 5 | 21f |
| S | 8.70 | 40 | | | | |
| S | 9.60 | 30 | 17430 | | 4 | |
| S | 8.77 | 444 | 29 | 7% | 2 | |
| S | 8.24 | 12 | | 25 | 4 | 35holiday |
| S | 10.20 | 65 | 80 | | 1 | 21f |
| S-SS US | 6.25-6.65 | 35 | 35 | | 9 | |
| S-SS-SS | 5.90-6.05 | 35 | 35 | | 7 | |
| S-SS-SS | 6.25-7.33 | 35 | 30 | | 7 | |
| S | 8.20 | | 25 | | 1 | 31f |
| S | 9.06 | | 67 | | 4 | 21f |
| S-SS US | 7.20-9.90 | 40 | 40 | | 5 | |
| S-SS-US | 6.66-9.10 | 40 | 40 | | 6 | |
| S-SS-US | 7.07-9.27 | 40 | 40 | | 5 | |
| S | 7.75-8.75 | 37 | 35 | | 10 | 6misc. |
| S | 8.40 | 40 | | | | |
| S | 9.90 | 30 | 65 | | 7 | 41f |
| S | 6.65-8.85 | | | | | |
| S | 8.75 | | 10 | | | |
| S | 9.89 | 40 | 35 | | 4 | 131f |
| S-SS US | 7.367-8.37 | 18pw | 19.50pw | | | |
| S-SS-US | 7.16-7.70 | 17.50pw | 19.50pw | | | |

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Rabin
REPRESENTING GOVERNOR, STATE OF INDIANA
Clavin C. Leonard, Jr.
REPRESENTING THE AWARDED AGENCY
Frank M. Rine
REPRESENTING STATE A.P.M. & C.I.O.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

"Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

TERRENCE J. WARD - PORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds.


No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

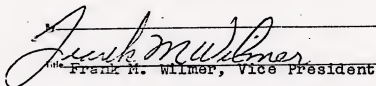
In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

executed by its proper officer this 16th day of July, 1971

TRINITY UNIVERSAL INSURANCE COMPANY

Attest:


L. C. Templeton, Secretary Title
(SEAL)


Frank M. Wilmer, Vice President

State of Texas
County of Dallas SS:

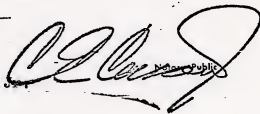
On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 1971

(SEAL)

My commission expires June 1, 1973

C. E. Gason, Notary Public



I, the undersigned, _____ Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____

day of _____, 19____.

(Seal)


Secretary

**CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION**

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

S-75-10-20

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Hipskind Asphalt in amount of \$30,069.00 for paving of Emma Avenue from Steup Street to 160 feet west, Resolution 5701-1975.

SEE PRIOR APPROVAL ATTACHED

EFFECT OF PASSAGE Paving of Emma Avenue

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$30,069.00 (property owners will be paying \$16.50 per foot)

ASSIGNED TO COMMITTEE

Public Works